

Northern Buckeye Education Council
North West Ohio Computer Association
209 Nolan Parkway, Archbold, OH 43502
Phone: (419) 267.2608 Fax: (419) 724.2208



MIBS Only

NBEC/NWOCA Managed Internal Broadband Service Agreement

This agreement ("Agreement") is made as of 3-26-15 ("Effective Date") by and between Northern Buckeye Education Council/Northwest Ohio Computer Association ("Vendor"), whose main office is located at 209 Nolan Parkway, Archbold, Ohio 43502, SPIN # 143007175, and Knox County Career Center ("Customer"), BEN: 45933, in response to Form 470: 948150001314928.

Whereas, Vendor wishes to provide managed internal broadband services to Customer subject to the terms and conditions of this Agreement,

NOW IT IS AGREED AS FOLLOWS:

1. TERM AND TERMINATION

This Agreement shall commence on July 1, 2015 and end on June 30, 2020 ("Term").

Vendor reserves the right to discontinue Customer's access to the Vendor's Service, terminate this Agreement and/or seek other legal or equitable relief for use of the Service that Vendor deems to be in violation of the rules and regulations of the Ohio State Board of Education or any other state or federal agency; or in violation of this Agreement; or local, state or federal, or international law; or are uncivil. For purposes of this Agreement, uncivil conduct includes, but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the Vendor's network and public networks including unauthorized access to the Internet.

2. SERVICES

Vendor shall furnish to Customer a managed internal broadband service consisting of the lease, installation, operation, management, and monitoring of eligible broadband internal connections components, including initial design configuration and integration of the network during the Term of the Agreement as specified in Exhibit A (the "Service").

3. CHARGES AND PAYMENT

Charges for the Service are set forth on Exhibit A attached. Customer agrees to be solely responsible to Vendor for all charges pursuant to Exhibit A throughout the period of the Agreement, regardless of the approval, denial and/or receipt of E-rate funding.

Vendor will bill Customer annually for the Service. Payment of all invoices shall be due and payable within sixty (60) days of receipt by Customer. Upon approval of the Form 486, Vendor will provide discounted invoices to Customer.

4. NONAPPROPRIATION

Should Customer fail to appropriate sufficient funds to fulfil its obligations under the Agreement, Customer may terminate the Agreement. Upon termination, Customer shall reimburse Vendor for any remaining contractual obligations incurred by Vendor on Customer's behalf, if any, from third party vendors to support the Service.



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5. CONFIGURATION OF NETWORK

- a. If wireless services are included, wireless network will be configured to allow for a private, password-protected network and open network available to on-campus users for educational purposes. The private network will be secured using at least WPS security and is intended for use by district-owned hosts. The open network will be for users located on premises and allow basic filtered internet access for educational purposes according to Customer's policies. Any configuration changes must be requested by authorized Customer personnel and should be directed to Vendor's Hardware/IT Department.
- b. The wired local area network will be for users located on premises and be subject to filtered internet access for educational purposes according to Customer's policies. Any configuration changes must be requested by authorized Customer personnel and should be directed to Vendor's Hardware/IT Department.

Vendor makes no representations to Customer regarding accessibility of the Service by end-user devices. Customer acknowledges that certain end-user devices may not be compatible with the Service.

6. EQUIPMENT

All Vendor-owned equipment shall irrevocably and under all circumstances remain with Vendor and its designee, and the Customer will protect Vendor's rights, title and interest therein against all persons. The Customer's interest in the Services and Service Equipment is limited to possession and use thereof on the premises. At any time, Vendor may affix to the Service Equipment, dry labels or other markings supplied by Vendor identifying the Service Equipment as owned by Vendor. Vendor may cause this Agreement or any financing statement showing Vendor's interest in the Service and Vendor-owned equipment to be filed and recorded to perfect its interest herein.

7. USE OF SERVICE

Customer agrees to adhere to Vendor's Acceptable Use Policy, available at: <http://home.nwoca.org/NWOCWireless-security.pdf> Customer must obtain express written consent from Vendor prior to making any changes to district network hardware.

Although Vendor does not have a duty to monitor the transmissions or use of the Service by Customer or Customer's users, including but not limited to students, employees and/or guests of Customer (hereinafter "Customer Users"), Vendor is authorized to monitor the Service and such transmissions.

8. CUSTOMER CONTACTS

At the commencement of the Agreement, Customer shall identify up to three individuals, subject to change at the discretion of Customer upon prior written notice to Vendor, authorized to contact Vendor or its subcontractors regarding support of the Service. Customer contact with Vendor regarding support of the Service shall be limited to such authorized individuals.

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9. NOTICES

All notices shall be in writing and shall be delivered either: (1) by hand, (2) via overnight express carrier, (3) via facsimile (with confirmation of receipt obtained by sending party), or (4) by registered or certified mail, return receipt requested, postage prepaid, addressed to:

Vendor:

NBEC/NWOCA

209 Nolan Parkway

Archbold, OH 43502

Facsimile: 419.267.5248

Customer:

Knox County Career Center

306 Martinsburg Rd.

Mount Vernon, OH 43050-4225

Facsimile: 419.397.7040

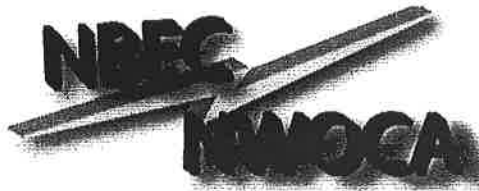
10. FORCE MAJEURE

Neither Party shall be liable to the other for any loss or damage which may be suffered by the other Party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first Party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

11. LIMITATION OF LIABILITY

The following provisions define Vendor's entire liability with respect to claims arising in any way out of the provision of or failure to provide the Service set out in this Agreement; with respect to any breach of its contractual obligations arising under the Agreement; with respect to any errors, omissions, or negligence of Customer, its personnel, employees, agents or users; and any representations, statements, or tortious act or omission including negligence or gross negligence arising under or in connection with this Agreement (including any liability for the acts or omissions of its employees, agents, and subcontractors; subsequently referred to as the "Event of Default"). Vendor shall not be liable, in respect of or arising out of an Event of Default or the performance, non-performance, or breach of its obligations under this Agreement, for any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation), including loss of profits, goodwill, revenue, data, or use, incurred by Customer or by any third party whether in an action in contract or tort, even if such damages were foreseeable or Vendor had been advised of the possibility of such damages. Vendor, from time to time, will be requested to provide consultation related to Service described within this Agreement. Vendor will use reasonable efforts in this regard. Customer acknowledges and agrees that the limitation of liability shall apply to such consultation. Without derogating from the other provisions of this section and this Agreement, Vendor's liability for damages for breach of this Agreement shall in no event exceed the amounts received by Vendor under this Agreement.

Customer understands and agrees that Vendor will exercise no control over the information that Customer and users may transmit and access as a result of the provision of Services by Vendor, other than security measures included in the standard configuration of Vendor's Service. Customer further understands and agrees that the Internet, by its nature, is an open portal of content and material, some of which may be



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inappropriate for school-aged students. Customer, therefore, will make no claim against Vendor, regarding the use of the Service by Customer or Customer's Users, including transmission, accessing downloading or uploading of information that is offensive, inappropriate for minors, a violation of local, state, federal or international law or regulation or the violation of the rights, including but not limited to copyright, patent or trademark, of a third party.

To the extent that Customer, either directly or through its agents, permits student access to the Internet through Vendor's Service, Customer assumes full responsibility and agrees to hold Vendor for any and all access to and usage of information contained on the Internet.

CUSTOMER AGREES TO INDEMNIFY AND HOLD VENDOR, ITS GOVERNING BOARD MEMBERS, OFFICERS, MEMBERS, EMPLOYEES AND/OR AGENTS HARMLESS FROM ANY CLAIMS, SUITS, LIABILITY, LOSS, EXPENSES AND/OR DAMAGES, INCLUDING ALLEGED COPYRIGHT, TRADEMARK, PATENT, DATA AND OTHER INTELLECTUAL PROPERTY CLAIMS, SUSTAINED BY ANY PERSON BY REASON OF ANY ACT OF CUSTOMER OR ITS USERS IN THEIR ACTIVITIES INVOLVING USE OF VENDOR'S NETWORK

12. WARRANTIES AND REPRESENTATIONS

Customer warrants that it will only utilize the Service for educational or educational-related activities on its premises.

Vendor makes no representations to Customer regarding accessibility of the Service by end-user devices. Customer acknowledges that certain end-user devices may not be compatible with the Service.

Customer acknowledges that the Service may be delivered through a shared Internet network to the extent permitted by law. Where the Service provided includes access to the Internet, Vendor does not warrant the functions of the Internet will meet any specific Customer or user requirements, or that the Service provided will be error-free or uninterrupted.

Vendor makes no representations or warranties to Customer regarding the accuracy or appropriateness of any information contained in the interconnected systems of the Internet.

13. USE OF SERVICE

Customer agrees that it and its employees, students and/or guests ("Customer's Users") will not use any services under this Agreement in connection with any illegal purpose or activity. Customer further agrees that its use and that of Customer's Users will be in accordance with Vendor's conditions, rules, recommended Acceptable Usage Policy, and regulations as specified by manuals, User Guides, memoranda, or other means either supplied or made available to Customer. Customer will use its best efforts to inform Customer's User of these conditions, rules and regulations, and Customer will take actions, in cooperation with Vendor staff, to enforce compliance with those conditions, rules and regulations.

Although Vendor does not have a duty to monitor the transmissions of Customer or Customer's Users, it shall not be prohibited from so monitoring.

14. GENERAL PROVISIONS

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, assigns, heirs and personal representative.

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Waiver; Modifications. This Agreement may not be released, discharged, changed or modified in any manner, except in writing signed by both Parties, and specifying with particularity the nature and extent of such waiver.

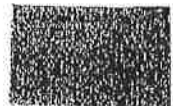
Severability. If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Entire Agreement. This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.

Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties hereto.

Compliance with Law. Each party agrees to comply with all governmental laws and regulations applicable to the Services contemplated by this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties:




VENDOR:



Date: 3-26-15

Authorized NBEC/NWOCA Representative

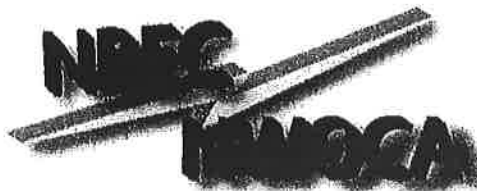
CUSTOMER:


Supt. _____
Treas.

Date: 3/26/15

Knox County Career Center Treasurer

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EXHIBIT A

This exhibit is hereby made part of the managed internal broadband service agreement (the "Agreement") entered into between NBEC/NWOCA and Knox County Career Center on 3-26-15 (DATE).

The minimum charges and service levels for the Service, based on a five-year contract, are indicated below.

Chart A

Knox CCC- Managed Internal Broadband Service				
		Annual Pre-Discount Cost		Monthly
FY16	Non-Recurring	\$ 4,932.97		
	Recurring	\$ 9,456.21		
	Total Annual		\$ 14,389.18	\$ 1,199.10
FY17	Non-Recurring	\$ -		
	Recurring	\$ 9,456.21		
	Total Annual		\$ 9,456.21	\$ 788.02
FY18	Non-Recurring	\$ -		
	Recurring	\$ 9,456.21		
	Total Annual		\$ 9,456.21	\$ 788.02
FY19	Non-Recurring	\$ -		
	Recurring	\$ 9,456.21		
	Total Annual		\$ 9,456.21	\$ 788.02
FY20	Non-Recurring	\$ -		
	Recurring	\$ 9,456.21		
	Total Annual		\$ 9,456.21	\$ 788.02